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15 Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

18 MICHAEL GARCIA on behalf of himself
19 and others similarly situated.

| Case No.: CV 09-8943-VBF (SHx)

20 Plaintiffs.

CLASS ACTION

21

**STIPULATED PROTECTIVE
ORDER AND [PROPOSED]
PROTECTIVE ORDER**

22 LOS ANGELES COUNTY SHERIFF'S
23 DEPARTMENT, a public entity, et al..

[Referred to Magistrate Judge
Stephen J. Hillman]

24 Defendants

Discovery Cut Off: Sept. 30, 2011
Pre-trial Conference: Jan. 10, 2011
Trial Date: Feb. 8, 2011

1 The instant action is about the provision of special education, related
2 services, accommodations, and modifications to eligible individuals with
3 disabilities detained in all Los Angeles County Jail facilities ("LACJ").

4 WHEREAS, discovery in this litigation involves the production of sensitive
5 and confidential information by the parties, IT IS HEREBY STIPULATED AND
6 AGREED TO, by and between the Parties, through their respective counsel of
7 record, that the following Protective Order be entered:

8 **I. INTRODUCTION AND STATEMENT OF GOOD CAUSE.**

9 **A. Plaintiffs.**

10 The Plaintiff in this action is Michael Garcia on behalf of himself and unnamed
11 class members (collectively, "Plaintiffs").

12 **B. Defendants.**

13 The Defendants in this action are: 1) the County of Los Angeles, the Los Angeles
14 County Sheriff's Department, and Sheriff Leroy D. Baca (collectively, "the County
15 Defendants"); 2) the California Department of Education and Jack O'Connell,
16 Superintendant of Public Instruction (collectively, "the CDE Defendants"); 3) the
17 Los Angeles Unified School District and Superintendant Ramon Cortines
18 (collectively, "the LAUSD Defendants"); 4) the Los Angeles County Office of
19 Education and Darline P. Robles (collectively, "the LACOE Defendants"); and 5)
20 the Hacienda La Puente Unified School District and Barbara Nakaoka
21 (collectively, "the Hacienda Defendants").

22 **C. Sensitive And Confidential Information.**

23 Plaintiffs and Defendants (the "Parties") anticipate that during discovery in
24 this action they will exchange documents, items, materials, and other information
25 that contain sensitive, confidential, proprietary, and/or private information for
26 which special protection from public disclosure and from use for any purpose other
27 than prosecuting this litigation would be warranted. Accordingly, the Parties
28 hereby stipulate to and petition the Court to enter the following Stipulated
Protective Order. Such sensitive and confidential information may include, but is

1 not limited to: (1) documents containing confidential information about class
2 members' identities (including their LACJ booking numbers); requests for special
3 education, related services, accommodations, or modifications; education records;
4 juvenile records; and documentation of their disabilities; (2) medical and mental
5 health records to the extent that such materials may be highly sensitive and
6 confidential; (3) information subject to the Privacy Act (codified at 5 U.S.C. §
7 552a) or the official information privilege that is protected from disclosure by law;
8 (4) material containing private and confidential third-party information protected
9 by the right to privacy guaranteed in Federal Constitution and the First
10 Amendment; and (5) other records protected by Federal and state law governing
11 the confidentiality of juvenile records, education records, and documentation of
12 disabilities. *See, e.g.*, 20 U.S.C. §§ 1412(a)(8), 1417(c) (Individuals with
13 Disabilities Education Act's designation of students' educational records as
14 confidential); 34 C.F.R. §§ 300.610-627 (same); 20 U.S.C. § 1232g (Family
15 Educational Rights and Privacy Act, protecting privacy of student education
16 records); Cal. Educ. Code §§ 49076-77 (protecting privacy of student education
17 records); 45 C.F.R. §§ 164 *et seq.* (Health Insurance Portability and Accountability
18 Act (HIPPA) lays out privacy rules and standards regarding confidentiality, use,
19 and disclosure of individuals' identifiable health information); Cal. Civil Code §§
20 56 *et seq.* (regarding patients' rights to privacy of identifiable medical records);
21 Cal. Welf. & Inst. Code § 827 (regulating access to juveniles' case files and
information therein).

22 The Parties acknowledge that this Order does not confer blanket protections
23 on all disclosures or responses to discovery and that the protection it affords
24 extends only to the limited information or items that are entitled under the
25 applicable legal principles to treatment as confidential.

26 **II. DEFINITIONS.**

27 **A. Party.**

28 Any party to this action, including all of its officers, directors, employees,

1 consultants, retained experts, and outside counsel (and their support staff).

2 **B. Disclosure or Discovery Material.**

3 All items or information, regardless of the medium or manner generated,
4 stored, or maintained (including, among other things, testimony, transcripts, or
5 tangible things) that are produced or generated in disclosures or responses to
6 discovery in this matter.

7 **C. "Confidential Information."**

8 "Confidential Information" shall mean information (regardless of how
9 generated, stored or maintained) which constitutes, reflects or discloses
10 confidential or private information concerning class members' or potential class
11 members' identifying information, booking numbers, juvenile records, education
12 records, and requests for education (including requests for special education,
13 related services or accommodations or modifications to access LACJ educational
14 programs, services, and activities) and any other tangible things that qualify for
15 protection under standards developed under Federal Rule of Civil Procedure 26(c)
16 or the authorities cited above in Section I-C of this Stipulation. Section I-C is
17 hereby incorporated by reference into this definition.

18 **D. Documents.**

19 The term "documents" means all written, recorded, graphic, or electronically
20 stored matter whatsoever, including, but not limited to, materials produced
21 pursuant to Rule 34 of the Federal Rules of Civil Procedure, by subpoena or by
22 agreement, deposition transcripts and exhibits, interrogatory answers, responses to
23 requests for admissions, and any portion of any Court papers that quote from the
24 foregoing and any other disclosure or discovery material that is designated by the
25 parties as "Confidential." The term "documents" is limited to material or
26 information produced in the above-captioned litigation.

27 **E. Designating Party.**

28 A party or non-party that designates information or items disclosed or

1 produced in response to discovery as "Confidential."

2 **F. Receiving Party.**

3 A party that receives disclosure or discovery material containing Confidential
4 Information in this action.

5 **G. Expert.**

6 A person with specialized knowledge or experience in a matter pertinent to
7 the litigation who has been retained by a party or its counsel to serve as an expert
8 witness or as a consultant in this action. This definition includes a professional jury
or trial consultant retained in connection with this litigation.

9 **H. Professional Vendors.**

10 Persons or entities that provide litigation support services (e.g.,
11 photocopying, videotaping, translating, preparing exhibits or demonstrations,
12 organizing, storing, retrieving data in any form or medium, etc.) and their
13 employees and subcontractors.

14 **I. Counsel.**

15 For purposes of this Order, "counsel" or "attorney" means counsel of record
16 for the parties of this action and all their employees, agents, experts, and law
17 student clerks, if applicable.

18 **III. SCOPE.**

19 Any and all documents including Confidential Information shall be governed
20 by this Order. The protections conferred by this Stipulated Protective Order cover
21 not only Confidential Information (as defined above), but also any information
22 copied or extracted therefrom, as well as all copies, excerpts, summaries, or
23 compilations thereof, plus testimony, conversations, or presentations by parties or
24 counsel to or in court or in other settings that might reveal Confidential
25 Information.

26 **IV. DURATION.**

27 Even after the termination of this litigation, the confidentiality obligations

1 imposed by this Stipulated Protective Order shall remain in effect until a
2 Designating Party agrees otherwise in writing or a court order otherwise directs.

3 **V. DESIGNATING PROTECTED MATERIAL.**

4 **A. Exercise of Restraint and Care in Designating Material for
5 Protection.**

6 Each party or non-party that designates information or items for protection
7 under this Stipulated Protective Order must take care to limit any such designation
8 to specific material that qualifies under the appropriate standards. A Designating
9 Party must take care to designate for protection only those parts of material,
10 documents, items, or oral or written communications that qualify so that other
11 portions of the material, documents, items, or written communications
12 for which protection is not warranted are not swept unjustifiably within the ambit
13 of this Order.

14 If it comes to a Designating Party's or non-party's attention that information
15 or items that it designated for protection do not qualify for protection at all, that
16 party or non-party must promptly notify all other parties that it is withdrawing the
17 mistaken designation.

18 **B. Manner and Timing of Designations.**

19 Except as otherwise provided in this Stipulated Protective Order, or as
20 otherwise stipulated or ordered, material that qualifies for protection under this
21 Order must be clearly so designated before the material is disclosed or produced.
22 Designation in conformity with this Order requires:

23 1. For information in documentary form (apart from transcripts of
24 depositions or other pretrial or trial proceedings), that the Designating Party affix
25 the legend "CONFIDENTIAL" on each page that contains Protected Material. A
26 Receiving Party may also designate documents as "confidential" by informing the
27 party who produced the documents and all other Receiving Parties that the
28 documents contain Confidential Information. The Receiving Party designating the
documents as "confidential" shall specify in writing which documents it is

1 designating as "confidential," and all Parties shall then affix the legend
2 "CONFIDENTIAL" on each page designated as "confidential."

3 A party or non-party that makes original documents or materials available
4 for inspection need not designate them for protection until after the Receiving
5 Party has indicated which material it would like copied and produced. During the
6 inspection and before the designation, all of the material made available for
7 inspection shall be deemed "Confidential" for the duration of the review. After the
8 Receiving Party has identified the documents it wants copied and produced, the
9 Designating Party must determine which documents, or portions thereof, qualify
10 for protection under this Stipulated Protective Order. Before producing the
11 specified documents, the Designating Party must affix the appropriate legend
12 ("CONFIDENTIAL") on each page that contains Protected Material.

13 2. For testimony given in deposition or in other pretrial or trial
14 proceedings, that the party or non-party offering or sponsoring the testimony
15 identify on the record or in writing within ten business days after receipt of the
16 deposition or proceeding transcript all protected testimony. Transcript pages
17 containing Protected Material must be separately bound by the court reporter, who
18 must affix on each such page the legend "CONFIDENTIAL" as instructed by the
19 party or non-party offering or sponsoring the witness or presenting the testimony.

20 3. For information produced other than in documentary form, and
21 for any other tangible items, that a Designating Party or Receiving Party
22 (whichever party is deeming the information "confidential") affix in a prominent
23 place on the exterior of the container or containers in which the information or
24 item is stored the legend "CONFIDENTIAL." If only portions of the information
25 or item warrant protection, the Designating Party, to the extent practicable, shall
26 identify the protected portions.

27 4. If documents are produced on a computer disc or other electronic and/or
28 digital format, each page of the documents on the disc that contain Confidential
Information, to the extent practicable, shall be designated as such by affixing the

1 legend "CONFIDENTIAL" to each page. A sticker indicating that the disc
2 contains some Confidential Information shall also be affixed to the disc. If any of
3 the documents are used at depositions or attached as pleadings, each page of these
4 documents shall be stamped indicating that they are subject to this Stipulated
5 Protective Order.

6 **C. Inadvertent Failures to Designate.**

7 An inadvertent failure to designate qualified information or items as
8 Confidential does not, standing alone, waive the Designating Party's right to
9 secure protection under this Stipulated Protective Order for such material. If
10 material is appropriately designated as Confidential after the material was
11 initially produced, the Receiving Party, on notification of the designation, must
12 make reasonable efforts to assure that the material is treated in accordance with the
13 provisions of this Order.

14 **VI. CHALLENGE TO CONFIDENTIALITY DESIGNATION.**

15 If any party objects to the designation of any document(s) produced or filed
16 as "confidential," under the above definitions, that party may file a motion to
17 resolve the dispute regarding whether such document(s) qualified for confidential
18 status pursuant to the procedures outlined in Central District of California Local
19 Rule 37. Interested parties shall attempt to resolve any disagreements before
20 submitting them to the Court through the meet and confer process contemplated by
21 Local Rule 37. Pending resolution of a dispute over the status of documents under
22 this Order, the documents shall be considered confidential subject to protection of
23 this Order. At all relevant times, the party seeking to assert a document's
24 confidentiality bears the burden of showing good cause pursuant to Rule 26(c).

25 **VII. ACCESS TO AND USE OF PROTECTED MATERIAL.**

26 **A. Basic Principles.**

27 A party may use Confidential Information that is disclosed or produced by
28 another party or by a non-party in connection with this case only for prosecuting,

1 defending, or attempting to settle this litigation. However, a party may disclose
2 documents that relate to a particular person to a third party upon receiving written
3 permission from that person (“authorizing person”)

4 Any party disclosing documents to a third party with written permission
5 shall have the authorizing person execute a copy of the attached disclosure form
6 ("Disclosure Form") (attached hereto as Exhibit A). The party disclosing
7 documents to a third party shall maintain a copy of the executed Disclosure Form
8 for two years after the termination of this litigation. In the event a Party receives
9 any written communication regarding the unauthorized disclosure of document(s),
10 the party maintaining the executed Disclosure Form shall provide the relevant
parties with a copy of the executed Disclosure Form upon request.

11 Confidential Information may only be disclosed to the categories of persons
12 and under the conditions described in this Stipulated Protective Order unless
13 express written permission is obtained by a party from the authorizing person and
14 the procedure above is followed.

15 Confidential Information must be stored and maintained by a Receiving
16 Party at a location and in a secure manner that ensures that access is limited to the
17 persons authorized under this Order. Documents containing Confidential
18 Information that are filed with the Court must be filed under seal. When
19 submitting or filing records with the Court under seal, the parties shall use the
20 following designation:

1 Portions of documents containing Confidential Information may be attached
2 to any pleadings, motions, affidavits, declarations, deposition transcripts, briefs or
3 other documents filed with the Court. Only documents containing Confidential
4 Information will be filed under seal. The pleadings, affidavits, declarations,
5 depositions transcripts, briefs, or other documents filed with the Court will not be
6 filed under seal.

7 All Parties to the above-captioned litigation will not refer to class members
8 other than Michael Garcia by name or booking number in pleadings filed with the
9 Court. Instead, the Parties agree to use pseudonyms to refer to class members.
10 Accordingly, pleadings in the above-captioned litigation will not be filed under
11 seal.

12 **B. Disclosure of Confidential Information.**

13 All documents containing Confidential Information shall be controlled and
14 maintained in a manner that precludes access by any persons not entitled to access
15 under this Order. Unless otherwise ordered by the Court or permitted in writing by
16 the Designating Party, a Receiving Party may disclose information or items
17 designated as Confidential Information only to:

18 (a) Receiving Party's Counsel, including paralegals, investigative,
19 secretarial, and clerical personnel including law students, if applicable, who are
20 engaged in assisting such counsel, in the above entitled action and to whom it is
21 reasonably necessary that disclosure be made;

22 (b) Any independent outside expert or consultant, and employees and
23 assistants under the control of such expert or consultant, who is engaged by
24 Receiving Party's Counsel in this litigation, whether or not such expert is paid
25 directly by a party;

(c) Any director, officer, or employee of a Receiving Party who is requested by counsel for such party to work directly on the above-entitled action and to whom it is reasonably necessary that disclosure be made;

(d) Any deposition or trial witness;

(e) Any person who authored the particular Confidential Information sought to be disclosed;

(f) Any court or other shorthand reporter or typist recording or transcribing testimony;

(g) Class members, inmates in the LACJ, or former LACJ inmates¹ who request to receive all documents about themselves; or

(h) the Court.

Confidential Information shall not be disclosed to persons described in paragraphs 9(b) or (d) unless or until such persons have been provided with a copy of this Order and have agreed in writing to abide by and comply with the terms and provisions therein.

**VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION.**

If a Receiving Party is served with a subpoena or an order issued in other litigation that would compel disclosure of any information or items designated in this action as Confidential, the Receiving Party must so notify the Designating Party, in writing, immediately and in no event more than three court days after receiving the subpoena or order. Such notification must include a copy of the subpoena or court order. The Receiving Party also must immediately inform in writing the party who caused the subpoena or order to issue in the other litigation that some or all the material covered by the subpoena or order is the

¹ The County Defendants do not waive and expressly reserve any objection to discovery requests or document productions for former LACJ inmates as they are not members of the class.

1 subject of this Stipulated Protective Order. In addition, the Receiving Party must
2 deliver a copy of this Stipulated Protective Order promptly to the party in the other
3 action that caused the subpoena or order to issue.

4 The purpose of imposing these duties is to alert the interested parties to the
5 existence of this Stipulated Protective Order and to afford the Designating Party in
6 this case an opportunity to try to protect its confidentiality interests in the court
7 from which the subpoena or order issued. The Designating Party shall bear the
8 burden and the expense of seeking protection in that court of its confidential
9 material. Nothing in these provisions should be construed as authorizing or
10 encouraging a Receiving Party in this action to disobey a lawful directive from
11 another court.

IX. INADVERTENT DISCLOSURE.

12 Should any Confidential Information be disclosed, through inadvertence or
13 otherwise, to any person not authorized to receive it under this Order, then the
14 disclosing person(s) shall promptly: (a) identify the recipient(s), and the
15 circumstances of the unauthorized disclosure to the relevant producing person(s);
16 and (b) use best efforts to bind the recipients to the terms of this Order. No
17 information shall lose its confidential status because of any inadvertent disclosure
18 to a person not authorized to receive it under this Order, provided that the
19 corrective action under this section is taken.

X. MISCELLANEOUS/ NO WAIVER OF OBJECTIONS.

20 Upon conclusion of the above-entitled action, the provisions of this Order
21 shall continue to be binding. This Order shall remain in full force and effect until
22 modified, superseded, or terminated by consent of the parties and by Order of this
23 Court if the Court finds appropriate, upon reasonable written request. Nothing in
24 this Stipulated Protective Order abridges the right of any person to seek its
25 modification by the Court in the future. By stipulating to entry of this Stipulated
26 Protective Order, no party waives any right it otherwise would have to object to
27
28

1 disclosing or producing any information or items on any ground not addressed in
2 this Stipulated Protective Order. Similarly, no party waives any right to object on
3 any ground to the use in evidence of any of the materials covered by this Stipulated
4 Protective Order.

5 Dated: June 23, 2010 MILBANK TWEED HADLEY & MCCLOY, LLP
6 DISABILITY RIGHTS LEGAL CENTER

7 By: 
8
9

10 Andrea F. Oxman
11 Attorneys for Plaintiffs
12 ATKINSON, ANDELSON, LOYA, RUUD & ROMO

13 By: _____
14 Adam J. Newman
15 Marlon C. Wadlington
16 Attorneys for Defendants LOS ANGELES
17 COUNTY OFFICE OF EDUCATION and
18 DARLINE P. ROBLES

19 Dated: June , 2010 OFFICE OF THE ATTORNEY GENERAL

20 By: _____
21 Glenda Reager
22 Attorneys for Defendants CALIFORNIA
23 DEPARTMENT OF EDUCATION and
24 SUPERINTENDENT JACK O'CONNELL

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5 Dated: June __, 2010 MILBANK TWEED HADLEY & MCCLOY, LLP
6 DISABILITY RIGHTS LEGAL CENTER
7

8 By: _____
9

10 Andrea F. Oxman
11 Attorneys for Plaintiffs
12

13 Dated: June __, 2010 ATKINSON, ANDELSON, LOYA, RUUD & ROMO
14

15 By: _____
16

17 Adam J. Newman
18 Marlon C. Wadlington
19 Attorneys for Defendants LOS ANGELES
20 COUNTY OFFICE OF EDUCATION and
21 DARLINE P. ROBLES
22

23 Dated: June 17, 2010 OFFICE OF THE ATTORNEY GENERAL
24

25 By: Glenda Reager
26 Glenda Reager
27 Attorneys for Defendants CALIFORNIA
28 DEPARTMENT OF EDUCATION and
SUPERINTENDENT JACK O'CONNELL
29

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4 Protective Order.

5 Dated: June __, 2010

6 MILBANK TWEED HADLEY & MCCLOY, LLP
7 DISABILITY RIGHTS LEGAL CENTER

8 By: _____

9 Andrea F. Oxman
10 Attorneys for Plaintiffs
11 ATKINSON, ANDELSON, LOYA, RUUD & ROMO

12 Dated: June 22, 2010

13 By: _____

14 Adam J. Newman
15 Marlon C. Wadlington
16 Attorneys for Defendants LOS ANGELES
17 COUNTY OFFICE OF EDUCATION and
18 DARLINE P. ROBLES

19 Dated: June __, 2010

20 OFFICE OF THE ATTORNEY GENERAL

21 By: _____

22 Glenda Reager
23 Attorneys for Defendants CALIFORNIA
24 DEPARTMENT OF EDUCATION and
25 SUPERINTENDENT JACK O'CONNELL

26
27
28

1 Dated: June 23, 2010

LAWRENCE BEACH ALLEN & CHOI, PC

2 By: Justin W. Clark

3
4 Justin W. Clark
5 Attorneys for Defendants LOS ANGELES
6 COUNTY, LOS ANGELES COUNTY SHERIFF'S
7 DEPARTMENT, and SHERIFF LEROY D. BACA

8 Dated: June __, 2010

LITTLER MENDELSON P.C.

9 By: _____

10
11 Barrett Green
12 Daniel Gonzalez
13 Attorneys for Defendants LOS ANGELES
14 UNIFIED SCHOOL DISTRICT and RAMON C.
15 CORTINES

16 Dated: June __, 2010

BEST, BEST & KRIEGER, LLP

17 By: _____

18 Jack B. Clarke
19 Attorneys for Defendants HACIENDA LA
20 PUENTE UNIFIED SCHOOL DISTRICT and
21 BARBARA NAKAOKA

22 —[PROPOSED] ORDER

23 Good cause appearing for the issuance of a protective order, IT IS HEREBY
24 ORDERED that the Protective Order shall be, and is hereby, entered.

25
26 Dated: 6/25/10

27 Stephen J. Hillman
28 Hon. Stephen J. Hillman

1 Dated: June ___, 2010 LAWRENCE BEACH ALLEN & CHOI, PC

2

3

By: _____

4 Justin W. Clark

5

Attorneys for Defendants LOS ANGELES
6 COUNTY, LOS ANGELES COUNTY SHERIFF'S
7 DEPARTMENT, and SHERIFF LEROY D. BACA

8

Dated: June 15, 2010 LITTLER MENDELSON P.C.

9

By: _____

10 Barrett Green

11

Daniel Gonzalez

12

Attorneys for Defendants LOS ANGELES
13 UNIFIED SCHOOL DISTRICT and RAMON C.
14 CORTINES

15

Dated: June ___, 2010 BEST, BEST & KRIEGER, LLP

16

By: _____

17 Jack B. Clarke

18

Attorneys for Defendants HACIENDA LA
19 PUENTE UNIFIED SCHOOL DISTRICT and
20 BARBARA NAKAOKA

21

[PROPOSED] ORDER

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27

Dated: _____

28 Hon. Stephen J. Hillman

1 Dated: June __, 2010

LAWRENCE BEACH ALLEN & CHOI, PC

2

3

By: _____

4

5

6

Justin W. Clark
Attorneys for Defendants LOS ANGELES
COUNTY, LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT, and SHERIFF LEROY D. BACA

7

8

Dated: June __, 2010

LITTLER MENDELSON P.C.

9

10

By: _____

11

12

13

Barrett Green
Daniel Gonzalez
Attorneys for Defendants LOS ANGELES
UNIFIED SCHOOL DISTRICT and RAMON C.
CORTINES

14

15

Dated: June __, 2010

BEST, BEST & KRIEGER, LLP

16

17

By: _____

18

19

Jack B. Clarke
Attorneys for Defendants HACIENDA LA
PUENTE UNIFIED SCHOOL DISTRICT and
BARBARA NAKAOKA

20

21

[PROPOSED] ORDER

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23

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Good cause appearing for the issuance of a protective order, IT IS HEREBY
ORDERED that the Protective Order shall be, and is hereby, entered.

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27

28

Dated: 6/25/10


Hon. Stephen J. Hillman

Exhibit A

**AUTHORIZATION TO DISCLOSE INFORMATION AND/OR RECORDS
TO A THIRD PARTY**

I _____ [insert name], D.O.B. _____, hereby authorize _____ [insert organization or firm name] to disclose the records described below to third parties that I designate.

Medical Records:

Educational Records:

Other Private / Confidential Information:

Juvenile Records:

(Check all boxes that apply)

This authorization shall expire one year from the date of execution.

Print Name

Date _____

Signature